

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JO TANKERS B.V.,

Plaintiff,

- against -

PDVSA PETROLEO SA,

Defendant.

08 Civ. 4790  
ECF CASE

**VERIFIED COMPLAINT**

Plaintiff, JO TANKERS B.V. (hereinafter referred to as "Plaintiff" or "JT"), by and through its attorneys, Tisdale Law Offices LLC, as and for its Verified Complaint against the Defendant, PDVSA PETROLEO SA (hereinafter referred to as "Defendant" or "PDVSA"), alleges, upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333.
2. At all times material to this action, Plaintiff was, and still is, a foreign company duly organized and operating under foreign law.
3. Upon information and belief, Defendant was, and still is, a foreign corporation or other business entity organized under and existing by virtue of foreign law with a place of business in Caracas, Venezuela.
4. By a contract of affreightment dated August 22, 2006 and numerous spot fixtures based on amended ASBATANKVOY forms, Plaintiff voyage chartered numerous Vessels to the defendant between October 25, 2005 and December 17, 2007. *See Spreadsheet by Vessel name listing each voyage attached hereto as Exhibit "1."*

5. Certain disputes arose between the parties after the Defendant failed to pay demurrage and other expenses due and owing to the Plaintiff in breach of the charter parties.

6. As a result of Defendant's breaches of the charter parties, Plaintiff has suffered damages in the principal amount of \$597,720.63.

7. For the following fixture slip voyages, 196, 168, 207, 237, 239, 172, 213, 265, 226, 270 and 241, any disputes arising thereunder shall be referred to New York Arbitration with US law to apply. *See Spreadsheet by Vessel name listing each voyage attached hereto as Exhibit "1."*

8. Pursuant to the aforementioned Contract of Affreightment and all other fixture slip voyages, any disputes arising thereunder shall be referred to Arbitration in London with English law to apply.

9. Plaintiff will soon commence arbitration in both forums and appoint its arbitrators.

10. Despite due demand, Defendant has failed to pay the sums due and owing as a result of its breaches of the charter parties.

11. Interest, costs and attorneys' fees are routinely awarded to the prevailing party in New York and London Arbitration proceedings. As best as can now be estimated, Plaintiff expects to recover the following amounts:

A.	Principal claim:	\$597,720.63
B.	Estimated interest on claims: 3 years at 6.5%	\$127,686.24
C.	Estimated attorneys' fees:	\$100,000.00
<b>Total</b>		<b>\$825,406.87</b>

12. The Defendant cannot be found within this District within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of garnishees within the District which are believed to be due and owing to the Defendant.

13. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, *inter alia*, any property of the Defendant held by any garnishees within the District for the purpose of obtaining personal jurisdiction over the Defendant, to compel arbitration and to secure the Plaintiff's claim as described above.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Complaint, failing which default judgment be entered against it in the sum of \$825,406.87.

B. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds up to the amount of \$825,406.87 belonging to, due or being transferred to, from, or

for the benefit of the Defendant, including but not limited to such property as may be held, received or transferred in Defendant's name or as may be held, received or transferred for its benefit at, moving through, or within the possession, custody or control of banking/financial institutions and/or other institutions or such other garnishee(s) to be named, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

C. That pursuant to 9 U.S.C. §§201 et seq. this Court recognize and confirm any London arbitration award in Plaintiff's favor against the Defendant as a judgment of this Court;

D. That this Court award Plaintiff the attorneys' fees and costs incurred in this action; and

E. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: May 22, 2008  
New York, NY

The Plaintiff,  
JO TANKERS B.V.

By:



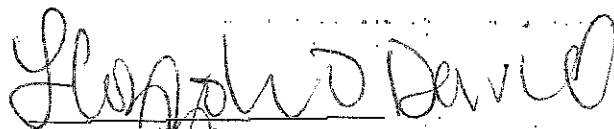
Lauren C. Davies (LD 1980)  
Thomas L. Tisdale (TT 5263)  
TISDALE LAW OFFICES LLC  
11 West 42nd Street, Suite 900  
New York, NY 10036  
(212) 354-0025 – phone  
(212) 869-0067 – fax  
[ldavies@tisdale-law.com](mailto:ldavies@tisdale-law.com)  
[ttisdale@tisdale-law.com](mailto:ttisdale@tisdale-law.com)

**ATTORNEY'S VERIFICATION**

State of Connecticut )  
 ) ss.: City of Southport  
County of Fairfield )

1. My name is Lauren C. Davies.
2. I am over 18 years of age, of sound mind, capable of making this Verification, and fully competent to testify to all matters stated herein.
3. I am an Attorney in the firm of Tisdale Law Offices, LLC, attorneys for the Plaintiff.
4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: May 22, 2008  
Southport, CT

  
Lauren C. Davies

# EXHIBIT 1

VOY	HARTERE	BROKER	FIXT. NOTE	ISSUED	REVISED	REV. DATE RECEIVED	INV DATE	INVOICE NO.	REMARKS	STATUS	DONE BY
196	PDVSA	FT Maritim	56836	\$21,121.88	\$21,121.88		2006/02/24	220/196/621			BDA
168	PDVSA	FT Maritim	56993	\$3,198.61	\$3,198.61		2006/04/24	331/168/1108			ARH
207	PDVSA	FT Maritim	57195	\$1,383.33	\$1,383.33		2006/05/24	226/207/1379			ARH
237	PDVSA	FT Maritim	57414	\$8,741.67	\$8,741.67		2006/08/31	225/237/2223			ARH
239	PDVSA	FT Maritim	57526	\$7,508.33	\$7,508.33		2006/09/05	225/239/2252			ARH
172	PDVSA	FT Maritim	57269/57268	\$37,824.31	\$37,824.31		2006/09/05	331/172/2255			BDA
213	PDVSA	FT Maritim	57647	\$17,408.33	\$17,408.33		2006/09/28	226/213/2479			ARH
245	PDVSA	FT Maritim	57752	\$63,018.40	\$60,000.00	2007/06/13	2006/12/01	223/245/4783	was 3002		BDA
247	PDVSA	FT Maritim	57927	\$2,443.75	\$2,443.75		2007/01/24	225/247/3335			BDA
212	PDVSA	FT Maritim	57900	\$32,615.62	\$32,615.62		2007/02/12	220/212/3525			BDA
178	PDVSA	FT Maritim	57867	\$12,909.38	\$12,526.88		2007/02/27	331/178/3869	Was inv. 3672.		JAM
249	PDVSA	FT Maritim	58081	\$25,244.10	\$25,244.10		2007/03/16	225/249/3856			JAM
226	PDVSA	FT Maritim	58169	\$14,175.00	\$14,175.00		2007/04/10	323/226/4071			ECG
252	PDVSA	FT Maritim	58305	\$1,381.60	\$1,381.60		2007/04/24	223/252/4281			ECG
103	PDVSA	FT Maritim	58210	\$73,087.50	\$73,087.50		2007/04/24	309/103/4266			ECG
103	PDVSA	FT Maritim	58268	\$17,512.50	\$16,762.50	2007/09/11	2007/04/25	309/103/5565	Was inv. 4304.		LEH
215	PDVSA	FT Maritim	58267	\$51,084.38	\$27,806.25	2007/09/13	2007/05/08	220/215/5580	Was inv. 4434.		LEH
223	PDVSA	FT Maritim	58490	\$12,969.44	\$12,969.44		2007/05/09	226/223/4445			ECG
105	PDVSA	FT Maritim	58477	\$29,575.00	\$16,537.50	2007/06/01	2007/05/14	309/105/4652	Was inv. 4473.		ECG
254	PDVSA	FT Maritim	58514	\$38,197.57	\$23,822.57	2007/06/11	2007/06/04	223/254/4750	Was inv. 4676		ECG
223	PDVSA	FT Maritim	58489	\$5,885.76	\$5,885.76		2007/06/05	226/223/4697			ECG
105	PDVSA	FT Maritim	58478	\$25,987.50	\$25,987.50		2007/06/14	309/105/4806			LEH
185	PDVSA	FT Maritim	58567	\$42,845.49	\$42,845.49		2007/08/08	352/46/5263			ECG
46	PDVSA	FT Maritim	58616	\$11,637.50	\$11,637.50		2007/08/24	352/48/5403			ECG
48	PDVSA	FT Maritim	58814	\$7,125.00	\$7,125.00		2007/10/23	331/189/5943			LEH
189	PDVSA	FT Maritim	58929	\$32,531.25	\$32,531.25		2007/11/13	323/236/6114			LEH
236	PDVSA	FT Maritim	58931	\$24,703.13	\$24,703.13		2007/12/17	223/266/6365			ECG
265	PDVSA	FT Maritim	59157	\$5,502.43	\$5,502.43		2008/02/04	04.03.2008			ECG
226	PDVSA	FT Maritim	59324	\$19,678.12	\$19,678.12		2008/02/07	225/270/6748			ECG
270	PDVSA	FT Maritim	59296	\$3,146.53	\$3,146.53		2008/02/14	323/241/6824	Was inv. 6815.		LEH
241	PDVSA	FT Maritim	59323	\$4,509.38	\$2,118.75	2008/02/15					
					\$597,720.63						

VESSEL

Jo Calluna  
Jo Aspen  
Jo Palm  
Jo Maple  
Jo Maple  
Jo Aspen/Jo Palm  
Jo Palm  
Jo Hegg  
Jo Maple  
Jo Calluna  
Jo Aspen  
Jo Maple  
Jo Ebony  
Jo Hegg  
Kristin Knutsen  
Kristin Knutsen  
Jo Calluna  
Jo Palm  
Kristin Knutsen  
Jo Hegg  
Jo Palm  
Kristin Knutsen  
Jo Aspen  
Jo Kiri  
Jo Kiri  
Jo Aspen  
Jo Ebony  
Jo Hegg  
Jo Calluna  
Jo Maple  
Jo Ebony

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